



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GRANVILLE ENTERTAINMENT
GROUP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The corporate landlord was represented by its agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenant with the application for dispute resolution and evidence by posting on the rental unit door on November 9, 2020 in the presence of a witness. Based on the undisputed evidence I find that the tenant is deemed served with the materials on November 12, 2020, three days after posting, in accordance with sections 88(g), 89(2)(d) and 90(c) of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

This periodic tenancy began in February 2020. The rental unit is a suite in a Single Room Occupancy hotel. The applicant is the parent company of the corporate entity listed on the Notice to End Tenancy as the landlord. The monthly rent is \$450.00 payable on the first of each month. While no written tenancy agreement was signed by the tenant the tenant has been made aware of the building rules and code of conduct.

The landlord gave evidence that the tenant has engaged in aggressive, abusive and hostile behaviour against the staff and other occupants of the rental property. The tenant has also, in violation of the rules of the building and the provincial health orders, allowed multiple guests into the building and their suite. The landlord issued a warning letter on September 16, 2020, erroneously dated 2019, informing the tenant that their actions constitute a breach of the terms of the tenancy agreement. The landlord gave evidence that the tenant has continued to engage in unacceptable behaviour despite verbal and written warnings. The landlord submitted into evidence copies of log books noting the tenant's infractions throughout the tenancy.

The landlord issued a 1 Month Notice to End Tenancy for Cause dated September 30, 2020. The reasons indicated on the notice for the tenancy to end is that the tenant has breached a material term of the tenancy and has failed to correct it within a reasonable time.

The landlord served the 1 Month Notice by posting on the rental unit door on September 30, 2020 as well as placing a copy in the tenant's mailbox. The landlord said that they are not aware of the tenant filing an application to dispute the notice.

Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

I find that the tenant is deemed served with the 1 Month Notice on October 3, 2020, three days after posting, in accordance with sections 88 and 90 of the *Act*. I find that the tenant has failed to file an application for dispute resolution within 10 days of October 3, 2020, the timeline granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ends on the corrected effective date of the 1 Month Notice, November 30, 2020.

I find that the landlord's 1 Month Notice meets the form and content requirements of section 52 of the *Act* as it is in the approved form and clearly identifies the parties, the address of the rental unit, the effective date of the notice and the reasons for ending the tenancy.

I am satisfied with the evidence of the landlord that the tenant has engaged in behaviour that has breached a material term of the tenancy agreement, the prohibition on guests and unauthorized occupants as well as engaging in continued hostile and confrontational behaviour. I accept that the landlord provided written notice to the tenant of these breaches but that the tenant failed to correct or curtail their behaviour.

Therefore, in accordance section 55 of the *Act*, I find that the landlord is entitled to an Order of Possession. As the effective date of the notice has passed I find an Order of Possession effective 2 days after service to be appropriate.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 26, 2021

Residential Tenancy Branch